



RFQ Issuance Date: **March 16, 2017**

Questions Date: **March 21, 2017**

Question Time: **12:00 PM DST**

Closing Date: **April 5, 2017**

Closing Time: **12:00 PM DST**

SUBJECT: Request for Quotes (RFQ) No. SOL- OAA-17-000056 for Kitchen Sets

Dear Sir or Madam,

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking qualified, responsible vendors interested in providing supplies as described in the statement of work that would result in the establishment of one or more Blanket Purchase Agreements (BPAs).

This RFQ is issued, and award will be made in accordance with Federal Acquisition Regulation (FAR) Part 13 (Simplified Acquisition Procedures) and, Part 12 (Acquisition of Commercial Items). The North American Industry Classification System (NAICS) code for this acquisition is **332215**. The Authorized Geographical code for this procurement is **937**.

USAID is not required to conduct discussions or dialogue, or request revisions with any or all offerors. However, USAID may elect to discuss or obtain additional information and/or request revisions from only one offeror or any number of offerors. USAID anticipates the target of up to (3) three BPAs for a (5) five year BPA under this solicitation. This agency reserves the right to make more than 3 awards or not to make an award.

USAID intends to evaluate quotes using the lowest price technically acceptable source selection process and therefore, award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors based on requirements of FAR 12.602 and FAR 15.101-2.

USAID will determine technical acceptability by ensuring that the firm is able to comply with the terms of this BPA. Responsibility will be based on requirements of FAR 9.1.

Any questions regarding this RFQ must be submitted in writing only by the date and time shown above. Questions will not be accepted after this time. Quotes must be sent via email to **Isidore**

Emmanuel at iemmanuel@usaid.gov and **Artaveya Carter** at acarter@usaid.gov by the closing date and time shown above.

Issuance of this RFQ does not constitute an award commitment on the part of the U.S Government, nor does it commit the U.S. Government to pay for the costs incurred in the preparation and submission of quotes. The Government also reserves the right not to make an award.

Sincerely,

/s/

Artaveya Carter

Contracting Officer

USAID Office of Acquisition & Assistance

SECTION 1: SUPPLIES OR SERVICE/PRICES

1.1 Brief Description of Services

The United States Agency for International Development, Office of Foreign Disaster Assistance (OFDA) is seeking to establish a Blanket Purchase Agreement (BPA) with one or more firms that will allow USAID to contract simply and quickly with these firms for immediate delivery of Kitchen Sets.

1.2 Type of BPAs

BPAs will be firm-fixed price.

1.3 Commercial Services

The services specified in this contract/order have been determined to be commercial.

SECTION 2: STATEMENT OF WORK

BPA for Kitchen Sets

2.1 – Background:

The United States Government's (USG) emergency response to current deteriorating humanitarian conditions due to natural disasters and complex emergencies around the world requires United States Agency for International Development / Office of U.S. Foreign Disaster Assistance (USAID/OFDA) to immediately procure commodities. The commodities shall increase warehouse inventory levels in order to support ongoing responses and strengthen lifesaving rapid responses capabilities to unpredictable future disasters. The capacity of the USG to quickly respond to international emergencies is dependent on having access to the requested commodities in a timely manner. To accomplish this, USAID/OFDA maintains global stockpiles of essential humanitarian assistance commodities and supporting items. These commodities are drawn down to fulfill emergency requests and need to be replenished in preparation for the next emergency response.

2.2 - Objective

The objective is to establish a Blanket Purchase Agreement (BPA) with one or more firms that will allow USAID to contract for immediate delivery of Rolls of Kitchen Sinks. If a BPA is awarded, the price will be fixed for the duration of the period of performance.

2.3 - Scope

a. Technical Requirements

1. Each Kitchen Set shall contain the following **required** items:

Item	Specification Material: Aluminum, as per below specifications
1. COOKING POT, 7L, 1 PC	Capacity: 7 liters minimum total inner volume Diameter: min: 25cm, max: 28cm internal diameter Thickness: min 1.75 mm Handles: 2 handles, attached with strong leakage-proof rivets or welded, bent up to allow a hanging bar to pass through. Handles to resist to 20kg load in the normal usage position. Finish: No sharp edges, food grade surface finish Ra≤0.8 micrometer
2. FRYING PAN, 2.5L, used as lid for the 7L cooking pot, 1 PC	Capacity: 2.5 liters minimum total inner volume Diameter: adaptable as a lid for the 7 liter cooking pot Handle: 1 detachable handle 190mm +/-10mm. Handle to resist to 10kg vertical load measured at 15cm distance from the inside of the pan. Thickness: min 1.75mm Finish: No sharp edges, food grade surface finish Ra≤0.8 micrometer
3. COOKING POT, 5L, with lid, 1 PC	Capacity: 5 liters minimum total inner volume Diameter: min: 22cm, max: 24cm Thickness: min 1.75mm Handles: 2 handles, attached with strong rivets, bent up to allow a hanging bar to pass through. Handles to resist to 16kg load in the normal usage position Lid: min 1.0mm thick with strong durable handle/knob that resist to minimum 2kg traction Finish: No sharp edges, food grade surface finish Ra≤0.8 micrometer

Item	Specification Material: Stainless Steel, as per below specifications
4. BOWL, 1L, 5 PCS	Capacity: min 1 liter Height: 5cm to 7cm Thickness: min 0.5mm in the center of the bottom Finish: no sharp edges, food grade surface finish Ra≤0.8 micrometer
5. PLATE, 0.75L, 5 PCS	Capacity: min 0.75 liter Thickness: min 0.5mm in the center of the bottom Diameter: 24cm to 25cm (must be adapted to the size of the cooking pot to be packed inside) Finish: no sharp edges, food grade surface finish Ra≤0.8 micrometer
6. CUP, 0.3L, 5 PCS	Capacity: min 0.3 liters Thickness: min 0.5mm in the bottom and 0.4mm at 20mm from the top of the wall Handle: Strongly attached with leak-proof rivets or welded. Handle to resist to 1kg pulling Finish: no sharp edges, food grade surface finish Ra≤0.8 micrometer

7. SPOON, table, 10ml, 5 PCS	Capacity: min 10ml Material: one-piece, solid Length: min 17cm Thickness: min 1mm in the center of the scoop Resistance: Must not bend to a weight of 2kg, applied at the extremity of its scoop when clamped horizontally at its middle Finish: No sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
8. FORK, table, 17cm, 5 PCS	Material: One piece, solid Length: min 17cm Thickness: min 1.5mm at the back of the tines, must not bend to a weight of 2kg applied at the extremity of its tines when clamped horizontally at its middle Finish: no sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
9. KNIFE, table, 17cm, 5 PCS	Material: One-piece, solid Length: min 17cm Thickness: back of the blade: min 1mm, Handle: min 1.5mm, must resist a weight of 4kg, applied at the middle of the item Finish: no sharp edges apart from the cutting edge, blunt end, food grade surface finish $Ra \leq 0.8$ micrometer
10. KNIFE, kitchen, 15cm, 1 PC	Material: stainless steel blade, wood or plastic handles with triple rivet Thickness: blade min 1.5mm, measured at the middle of the blade, must resist a weight of 4kg, applied at the middle of the item Length: min. 15cm usable blade Finish: no sharp edges apart from one cutting edge, blunt end (rounded, not sharp) , food grade surface finish $Ra \leq 0.8$ micrometer for the blade
11. SPOON, stirring, 30cm, 1 PC	Material: hard wood Thickness: min 10mm diameter for the handle Length: min. 30cm Edges: no sharp edges, smooth finish, no chips, no knots, food grade surface finish
12. SERVING SPOON, 35ml, 1 PC	Material: one-piece, solid Capacity: min 35ml Thickness: min 1mm in the center of the scoop, must resist a weight of 4kg, applied at the middle of the item Length: 30cm Edges: no sharp edges, food grade surface finish
13. SERVING LADLE, 100ml, 1 PC	Material: one-piece, solid Resistance: must resist a weight of 4kg, applied at the middle of the item Capacity: min 100ml Thickness: min 1mm in the center of the scoop Length: min 30cm Handle: securely welded, or in one piece. Handle to resist 1kg pulling if in two pieces Finish: no sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
14. SCOURING PAD, 1 PC	Material: stainless steel wire scouring pad, 20g minimum

2. In addition, offerors are **encouraged but not required** to offer the following items from a different material. If included, offerors will be asked to provide samples of the optional items:

* indicates optional material or item

Item	Specification Material: Stainless steel - optional, as per below specifications
1. COOKING POT, 7L, 1 PC Material: Aluminum - required, Stainless steel – optional *	Capacity: 7 liters minimum total inner volume Diameter: min: 25cm, max: 28cm Thickness: min 0.8mm in the center of the bottom and minimum 0.6mm at 20mm from the top of the wall Handles: 2 handles, attached with strong leakage-proof rivets or welded, bent up to allow a hanging bar to pass through. Handles to resist to 20kg load in the normal usage position. Finish: no sharp edges, food grade surface finish Ra≤0.8micrometer
2. FRYING PAN, 2.5L, used as lid for the 7L cooking pot, 1 PC Material: Aluminum - required, Stainless steel – optional *	Capacity: 2.5 liters minimum total inner volume Diameter: adaptable as a lid for the 7 liter cooking pot Handle: 1 detachable handle 190mm +/-10mm. Handle to resist to 10kg vertical load measured at 15cm distance from the inside of the pan. Thickness: min 0.8mm in the center of the bottom Finish: no sharp edges, food grade surface finish Ra≤0.8 micrometer
3. COOKING POT, 5L, with lid, 1 PC Material: Aluminum required, Stainless steel - optional	Capacity: 5 liters minimum total inner volume Diameter: min: 22cm, max: 24cm Thickness: min 0.8mm Handles: 2 handles, attached with strong rivets, bent up to allow a hanging bar to pass through. Handles to resist to 16kg load in the normal usage position Lid: min 0.6mm thick with strong durable handle/knob that resist to minimum 2kg traction Finish: no sharp edges, food grade surface finish Ra≤0.8 micrometer
6. CUP, 0.3L, 5 PCS Material: Stainless steel - required, Plastic - optional	Capacity: min 0.3 liters Color: blue or white (preferred), if plastic Handle: Strongly attached with leak-proof rivets or welded. Handle to resist to 1kg pulling Finish: no sharp edges, food grade surface finish Ra≤0.8 micrometer
15. OPTIONAL BOX OR BUCKET, 1 PC Material: Plastic	Color: USAID Blue with white lid Capacity: Approx. 20-25 Liters, must accommodate the complete set Approximate Dimensions: 380mm x 340mm x 235mm (box) or 300mm (height) x 300mm (top diameter) / 240mm (bottom diameter, bucket). Thickness: Min 1.0mm (box/bucket/lid); Plastic or metal clips to hold the lid in place. Vertical USAID Logo must be printed on one side (bucket) / 2 longer sides (box)

3. Material Specifications:

<u>Stainless steel (tableware / cookware</u> - ISO type 1.4016 (American grade 430), or	<u>Aluminum, material for cooking pots and frying pan:</u> - Aluminum type Al99,0 or	<u>Plastic:</u> - Plastic, Manufactured of food grade virgin HDPE high density
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<ul style="list-style-type: none"> - ISO type 1.4301 (American grade 304). - Food grade to be certified in conformity with EU regulations n°1935/2004 on materials and articles intended to come into contact with food. - Applicable standard as per publication EN 10088-1. <p>Stainless Steel Acceptability limits: Acceptability limits:</p> <ul style="list-style-type: none"> • Minimum chromium content: 16 % • Possible added elements: Ta, Nb, Zr, Mo, Ti, Al, Cu with the following maximum contents: <p>-1 p 100 for Ta, Nb, Zr -4 p 100 for Mo, Ti, Al, Cu</p>	<p>above as per publication ISO 209-1 (minimum 99% aluminum). Other elements as per EN 602.</p> <p>Publications with applicable standards:</p> <p>ISO 209-1: Wrought aluminum and aluminum alloys – alloys - Chemical composition and forms of products - Part 1: Chemical composition.</p> <p>EN 602: Aluminum and aluminum alloys - Wrought products - Chemical composition of semi products used for the fabrication of articles for use in contact with food.</p>	<p>polyethylene / virgin LDPE low density polyethylene safe for food and water storage.</p> <ul style="list-style-type: none"> - Should not contain toxic elements according to EN 1186-3-9 standard. - Strong and durable quality for a long-life span.
<p>The manufacturer of the kitchen set ensures that if the raw material used radioactive content it must be below the values provided in tables 1 and 2 of the IAEA Safety Standards Series Safety Guide No RS -6-1-7 “APPLICATION OF THE CONCEPTS OF EXCLUSION, EXEMPTION AND CLEARANCE”. The supplier certifies that the items manufactured were checked for radiation prior to shipment and were found free from radioactivity. A certificate will have to be issued by the supplier.</p>		

4. Design / Finish:

- All components must be washed and polished. They should not contain any residuals or dust and must be clean.
- Manufacturers and suppliers are invited to provide items with designs that improve the performance of the material, considering different types of design bends/veins on the pots, lids, bowls, plates, spoons, forks, knives and cups.

b. Packaging/Dimensions:

General:	Individual Kitchen Set components must be packed in cardboard cartons meaning that one (1) full kit will be packed in one (1) carton. The cartons must be white in color. Cartons will then be packed on pallets.
Type:	1 carton box, outer dimensions L 30cm x W 30cm x H 20cm +/- 2%
Material:	Double-corrugated, 5 plies, export quality cardboard Optional: indicated if wax-covered carton is possible and related cost/lead time.
Strength:	To withstand 6m high stacking and 10 handlings. The final package should resist without any damage to a weight or a pressure of 140kg applied on a strong rigid board on top of the box.
Seal:	Tape on every joint of the carton, plus 4 plastic 10mm straps
Palletization:	The sealed cartons must be loaded on a four-way 122cm x 92cm EU compliant and full oak

	<p>heat-treated wooden pallet fumigated as per ISPM 15 standards. Pallets must be shrink-wrapped and strapped to secure the cartons to the pallets without damaging or warping the cartons. The palletized goods must not exceed the length and width of the pallet.</p> <p>Pallets should hold 60 individual Kitchen Sets.</p> <p>The palletized cartons require reinforced angle protecting cardboard corners. Further, the cartons need to be wrapped in plastic stretch-wrap and secured with cross-banding – 4 bands in both directions. Additionally, the pallets must have bottom reinforcement for the stringers.</p>
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c. Marking

Printing – General:	All printing must be indelible or of a non-smudge nature.
Printing – Locations:	Print on two opposite ends of the carton the USAID Logo in conformity with USAID Branding Specifications: Full Color Vertical logo on a white background.
Branding - Carton:	Please see the following web-link for USAID Branding instructions : https://www.usaid.gov/branding
Marking – Carton:	<ul style="list-style-type: none"> - Title: Please have the table title (example: Kitchen Set – Family (KS05-60L) in a larger font relative to the rest of the table. - That top cell should also be bolded. - Category Row: Please bold those words (e.g. “No.”, “Item”, “Quantity”) - CAPS vs. lower case: Please note how the bottom screenshot differentiates the primary item (e.g. COOKING POT) and the further details (e.g. 7L, with lid/frying pan). Kindly adjust all line items to this style. - Font Size: Ideally the font size will be appropriate such that it can be read at a distance and mostly fill the space of that side of the box. - The contents list of the Kitchen Set must be printed in black on two opposite ends of the carton. The contents list must not be printed on the sides of the carton that have the USAID Logo. - Detailed guidance and a sample of content will be provided after the award.
Marking – Pallet:	<p>Each packed pallet shall have a white label with black text, Times New Roman Font, 36 Font Size. There will be 4 labels per skid. Labels shall be 1.5” X 8.5”. The labels shall be placed to the left of the far right strap and to the right of the second to left strap. Here is an example of a label text that is to be displayed over two lines:</p> <p style="padding-left: 40px;">Kitchen Set - Family (KS0X-60X)</p> <p style="padding-left: 40px;">1 Kit per Carton, 60 Cartons per pallet</p> <p style="padding-left: 40px;">(The actual wording will be confirmed at time of award).</p>

4.0 Schedule, Data Items, and Other Deliverables:

Deliverable	Description	Milestone
Production Lead Times:	Production of the Kitchen Sets should begin within five (5) business days of receiving a purchase order.	Contractor to begin production of Kitchen Sets within five (5) business days of receiving a Purchase Order or on the date pre-agreed with USAID Contracting Officer

Documentation:	The contractor shall provide OFDA Logistics with all documentation and certificates including the documentation necessary to carry out any customs clearance and national and international transport formalities	Documentation, including but not limited to Certificate of Origin, Packing List and Invoice sent to OFDA Logistics minimum 7 days in advance order or batch readiness
Status Update:	The contractor will be required to provide OFDA Logistics with regular updates until an order is completed	An email update clearly stating forecast order readiness, or batch quantity readiness if the order is to be split into batches, is emailed to OFDA Logistics every seven (7) calendar days from contractor's acceptance of Purchase Order to final completion
Inspection:	The Kitchen Sets may be subject to independent third party inspection that must be passed for the items to be acceptable to OFDA.	Contractor shall allow access to OFDA and/or their designated Third Party Inspection representative(s) during any stage of a Purchase Order. Contractor to acknowledge any Inspection Report findings within one (1) working day of receipt and, if necessary, outline any plans to rectify discrepancies. USAID/OFDA reserves the right to inspect items and only move forward with their transportation upon passing of inspection. Further, the number of inspections per order may vary and may include several production lots grouped together.
Storage	<p>The Contractor is responsible for any and all storage in the execution of this call order.</p> <p>Optional (if available, please specify in the offer):</p> <ul style="list-style-type: none"> - Contractor shall have minimum 4,800 units unbranded Kitchen Sets available at any time and can repackage into branded cartons within 5 business days if requested. - Contractor shall provide long-term storage of at least 4,800 Kitchen Sets. 	<p>The Contractor shall have sufficient storage capacity to store the commodity until the BPA Call is complete and OFDA has organized the pickup.</p> <p>Optional:</p> <ul style="list-style-type: none"> - Minimum 4,800 unbranded Kitchen Sets are available for pick up any time and minimum 4,800 branded Kitchen Sets are available for pick up within 5 business days - Contractor has sufficient storage to store at least 4,800 Kitchen Sets during the period of contract.

Shipment	<p>No shipping costs are to be included in this call order.</p> <p>Optional: The offeror should indicate if they can provide the transportation.</p> <p>The contractor shall be responsible for any stuffing, sealing and customs related coordination and costs prior to transportation as specified by OFDA in the BPA call.</p>	<p>A separate contract will be awarded for transportation of the wrapped pallets. The pallets will be picked up from the Contractor's facility.</p> <p>Optional: Transport requirement could be included in the BPA call.</p> <p>The vendor shall have capacity to store the order until it is picked up and is responsible for stuffing, sealing, and customs-related activities prior to shipment as specified by OFDA in the BPA call.</p>
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5.0 Warranties and Certifications

The contractor shall provide full manufacturers warranties and certifications, as requested during the BPA call. These may include but not limited to certification on raw materials (steel, aluminum, wood, plastic) as well as 3rd party testing certifications.

It is expected that the kitchen set will last at a minimum of two years while used and to have a shelf life of ten years.

SECTION 3: TERMS AND CONDITION

3.1 EXTENT OF OBLIGATION

USAID is obligated only to the extent of authorized calls actually placed against this BPA by authorized personnel, against authorized line items and shall not be liable in any manner in the event no calls are made. There will be no minimum or maximum guaranteed quantity.

3.2 TERM OF BPA

The period of performance for this award is 5 years from date of award. This BPA may be reviewed annually before the anniversary of its effective date and revised as necessary.

3.3 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent that an authorized BPA Call Order was issued under the BPA by the Contracting Officer.

3.4 BPA Call ORDER LIMITATION / BPA CALL ORDER CEILING

The Ceiling Price of each BPA Call order issued under this BPA shall not exceed \$500,000.00 per BPA Call Order. The maximum shall not be exceeded unless a higher amount is established by modification to this Blanket Purchase Agreement during the base period or options periods. If at any time the contractor

has reason to believe that the cost will exceed the individual order limitation, the contractor must notify the Contracting Officer.

3.5 BPA CALL ORDER

Contractor must be willing, ready, and able to complete assignments within the designated time periods, which will typically range from 15-60 calendar days.

With each BPA Call Order, Contractor shall be tasked to:

1. Complete assigned deliverable(s) within a specified time range, typically between 15-60 days, but not to exceed 90 days unless approved by Contracting Officer.
2. Upon acceptance of the order, the contractor is responsible for completing the assigned deliverable within the agreed budget.

All deliverables will be subjected to a thorough quality assurance review. Deliverables will not be considered final until accepted by USAID's Contracting Officer's Representative (COR). Reports must bear the name of the Contractor, and must be prepared in the English language, unless otherwise specified.

During the implementation of each BPA Call Order, the Contractor is required to submit to the COR a weekly progress report of the procurement until the BPA Call Order is completed. Each progress report is to contain the BPA Call Order number, status of deliverables including quantity, date, time of delivery and whether there are any delays.

The Contractor will be paid for services rendered and related expenses associated with the BPA Call Order. The Contractors will be paid for authorized services at the **firm fixed price** deliverables.

3.6 METHOD OF PLACING CALLS / INDIVIDUALS AUTHORIZED TO PURCHASE

The Contracting Officer representing the U.S. Agency for International Development is the only user authorized to place orders under this BPA.

3.7 ORDERING/DELIVERABLES

All BPA Call Orders must be acknowledged and accepted by the Contractor within three working days, or the order will be transferred to another BPA holder. Contractor must be willing, ready, and able to begin assignments within 5 calendar days of receipt of valid order; and complete assignments within the designated time periods, unless otherwise specified in the BPA with a change to the BPA Call Order by the Contracting Officer.

Order Procedures: Each order will contain a description of the task, the deliverables, and an order start and completion date.

Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the COR and Contracting Officer that contains a complete accounting of deliverables completed, dollar amount and period of performance.

3.8 DELIVERY TICKETS:

All shipments under this agreement must be accompanied by delivery tickets or sales slips which must contain the following minimum information:

- a. Name of supplier
- b. BPA Number
- c. Date of purchase
- d. Call Number
- e. List of supplies identified by line item number.
- f. Quantity, unit price, and extension of each item, less applicable discounts.
- g. Date of delivery or shipment
- h. Person placing the call

3.9 PERFORMANCE

The following terms and conditions are applicable:

1. The BPA holder shall not provide technical direction to any other BPA holder(s) or Government personnel at any time. All technical direction of the BPA holder shall be through the COR. All contract related issues shall be directed to the Contracting Officer.
2. The "ordering period" will be effective from the BPA award date - until the such ending date of any option year, this may be exercised under the terms of this BPA. The "performance period" will terminate with the end of the base period, unless the Contracting Officer elects to exercise an option year.
3. Termination: This BPA may be terminated if the BPA holder fails to perform in accordance with the terms and conditions of this BPA and any BPA Call Order established under this BPA, or if deemed in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions of the BPA.

3.10 INVOICES

An invoice must be submitted at least monthly or upon expiration of the BPA Call Order, whichever occurs first, for all deliveries made during a billing period. The invoice must identify the deliverables covered during the billing period, stating the total amount, and supported by receipted copies of the delivery tickets. The invoice shall be submitted to the COR and Contracting Officer for review and payment.

3.11 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this BPA, and notwithstanding any provisions contained elsewhere in this BPA, authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA terms and conditions, including price.

3.12 REPRESENTATIVE OF THE CONTRACTING OFFICER

1. The COR designated for this BPA is: **[To be completed at time of award]**, is authorized to act as an official representative of the Contracting Officer. The alternate designated for this agreement is: **[To be completed at time of award]** is only authorized to act in the absence of the COR.
2. The COR is designated by the Contracting Officer and authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority must extend to the following: inspection, acceptance, or rejection of work.
3. This designation does not include authority to direct changes in scope, price, terms or conditions of this BPA. The authority herein also does not include authority to execute modifications to the BPA, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

3.13 ORDER OF PRECEDENCE

Any inconsistencies in the BPA shall be resolved by giving precedence in the following order: BPA, and Individual BPA Call Orders.

3.14 CONTRACTOR'S ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor will be responsible for all administrative support and logistics required to fulfill the requirements of any call orders. These will include all travel arrangements, appointment

scheduling, secretarial services, report preparations services, printing, and duplicating.

SECTION 4: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

4.1 Attachment #1 Contractor Performance Report

SECTION 5: INSTRUCTION TO OFFERORS

5.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [Http://acquisition.gov/far/index.html](http://acquisition.gov/far/index.html)

NUMBER	TITLE	DATE
52.204-7	System for Award Management	OCT 2016
52.212-1	Instructions to Offerors—Commercial Items.	JAN 2017

5.2 SUBMISSION OF QUOTES:

Late proposals will not be considered.

All offerors must submit their technical and price quotes (separate technical and price quotes) on company letter head that contains the company's full name, address, telephone numbers, email addresses, and point of contact. The quote must also list the company's Tax Identification Number (TIN), Data Universal Numbering System (DUN), and Small Business Filing Status, if applicable. All offerors must be registered in the System for Award Management (SAM) upon submission.

Responses to this solicitation must conform to the below format. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award.

USAID will conduct this evaluation using a Lowest Price Technically Acceptable (LPTA) selection strategy with a Phased Approach. Each offeror will be required to submit the following for Phase I of the evaluation.

Phase I

Technical Quote
Past Performance

Each factor under Phase I must be submitted by the due date on the RFQ cover page. If an offeror's Technical Quote meets the requirements in the Scope of Work, USAID/OFDA will evaluate the Past Performance information provided. If an offeror's Technical Quote does not meet the requirements in the Scope of Work, the offer will be deemed technically unacceptable and Past Performance information will be deemed irrelevant and not considered as part of Phase I evaluations. Upon completion of the Phase I evaluation, the technically acceptable offeror(s) will be invited to participate in Phase II evaluation. Technically unacceptable offeror(s) will not be invited to Phase II and will not receive any further notification.

USAID/OFDA requests offerors to carefully review the technical specifications, packaging, and branding to ensure that the offers match the specifications sought. Offerors are encouraged but not required to include items marked as "Optional" in the solicitation. The absence of optional items in the quote will not be counted against the offeror. **If any information in solicitation is not clear, offerors are strongly encouraged to submit questions during the Q&A phase.**

During the Phase II evaluation, the selected offeror(s) will be required to submit three (3) Prototypes and a Price Quote in accordance with the instructions below.

Phase II

Prototypes

Price Quote

Based upon the results of the Phase II evaluation, USAID and the technically acceptable offeror will negotiate the terms and conditions of the BPA. If USAID and the offeror(s) are unable to complete negotiations, USAID will undertake negotiations with the next highest technically acceptable rated offeror. If the offeror included items marked "Optional" in the quote, they shall be included into the Prototype and Price Quote.

Phase 1

Factor 1: Technical Proposals Instructions

Technical Proposal: The technical proposal must include a lead time table as shown below. The Lead Time in Days is the number of days it will take for the offeror to produce the relevant order quantity and have it packed and ready for collection at its premises. While USAID/OFDA does not require a specific lead time, the offeror(s) with shorter lead time will be favored during the final decision process.

Number	Description	Quantity	Unit	Lead Time (days)
1	Kitchen Sets	1	Pc	

2	Kitchen Sets	2 – 5,000	Pc	
3	Kitchen Sets	5,001 – 10,000	Pc	
4	Kitchen Sets	10,001+	Pc	

Technical quotes must include product literature, test certificates, or other documents, as necessary, to demonstrate the quote’s compliance with Section 2.0: Statement of Work. Laboratory test results for Kitchen Sets with specifications similar to those in Section 2.0: Statement of Work but not exactly matching them is acceptable.

Offerors are encouraged but not required to include items marked as “Optional” in the solicitation. In addition to Kitchen Sets, offerors are requested to indicate in their offers whether they have capacity to provide storage and shipping services. If optional items are included, the same level of detail for the required items should be provided. **The absence of optional items in the proposal will not be counted against the offeror.**

A full technical description of the packing methods proposed must be provided to evaluate compliance with the requirements in Section 2.0: Statement of Work. This must include information for the packing of individual items and also for the palletization of cartons.

Technical proposals must clearly show the location(s) where goods will be produced and, if different, the location(s) where USAID/OFDA will collect the goods.

Past Performance Instructions

Past Performance: Past performance references must be submitted using the Form under Attachment J.1 – Contractor Performance Report – Short Form in accordance with the following:

1. List in the technical submission up to three (3) of the most recent and relevant contracts for efforts similar to the Scope of Work (supply of kitchen sets) in this request for quotation. The most relevant indicators of performance are contracts of similar Scope of Work and how recently they were performed (within the last three years).
2. For each of these contracts, list the relevant information contained in the Contractor Performance Report – Short Form.
3. For each Contractor Performance Report – Short Form submitted, the offeror is encouraged to submit a reference letter from the client mentioned on the form. The reference letter must correspond to the exact client and work mentioned on the Contractor Performance Report – Short Form.

NOTE: USAID recommends that offerors alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when requested by USAID.

4. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken as required by FAR 15.305(a) (2).

NOTE: In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will receive a “neutral” score for past performance.

Phase II Prototype Instructions

Prototype: The prototype is to consist of three (3) sample cartons and three (3) sample complete Kitchen Sets. The prototype must meet the Technical, Packaging and Marking requirements described in the Statement of Work. If the offeror included items marked “Optional” in the proposal, they shall be included in the Prototype.

Prototypes must be mailed to USAID/OFDA office’s Washington, DC office and USAID/OFDA’s designated Third Party Inspection Company¹. The exact locations and split of prototypes to be sent to each location will be confirmed upon confirmation that the offeror is being invited to participate in Phase II. Production and shipping of the prototypes will be at the offeror’s expense.

The prototype is due within seven (7) calendar days of the invitation to participate in Phase II of the evaluation.

Price Quote Instructions

Price Quote: Offerors must include itemized quotes for commodities listed in Section 2.0: Statement of Work according to the following sample order quantities. Offerors should not include storage or transportation/shipping fees into the quotes. Offerors will be responsible for any and all storage costs while completing the BPA call. Offerors will be responsible for any stuffing, sealing and customs related coordination and costs prior to transportation.

1. **Required quote for complete Kitchen Sets** with required items. Please include a quote for a standard complete kitchen sets (Items 1 – 14 listed in the Section 2.0: Statement of Work) manufactured from the required materials. This quote should not include the optional plastic box (Item 15):

Number	Description	Quantity	Unit	Unit Price
1	Kitchen Sets (without plastic box, item 15)	1	Pc	
2	Kitchen Sets (without plastic box, item 15)	2 – 5,000	Pc	
3	Kitchen Sets (without plastic box, item 15)	5,001 – 10,000	Pc	
4	Kitchen Sets (without plastic box, item 15)	10,001+	Pc	

¹ The location of the laboratory will be determined after Phase I. The offerors invited to participate in Phase II will be provided with the laboratory address and related shipping instructions.

2. **Optional quote for complete Kitchen Sets** (Items 1 – 14 listed in the Section 2.0: Statement of Work) where items 1, 2, 3, and/or 6, are manufactured from optional materials (stainless steel and plastic, respectively) while the rest of items remain the same as in the previous quote above. Please specify which optional items are included. This quote should not include the optional plastic box (Item 15):

Number	Description	Quantity	Unit	Unit Price
1	Kitchen Sets (with plastic box, item 15)	1	Pc	
2	Kitchen Sets (with plastic box, item 15)	2 – 5,000	Pc	
3	Kitchen Sets (with plastic box, item 15)	5,001 – 10,000	Pc	
4	Kitchen Sets (with plastic box, item 15)	10,001+	Pc	

3. **Required quote for each of the required Kitchen Set components** as per the list below. Please provide a price quote for each item using the table included under the list of kitchen set components. For example a quote for Cooking Pot (7L) should include a price of 1 unit, 2 - 5,000 units, 5,000 - 10,000 units, and over 10,000 units:

1. COOKING POT, 7L, 1 PC Material: Aluminum - required
2. FRYING PAN, 2.5L, used as lid for the 7L cooking pot, 1 PC Material: Aluminum - required
3. COOKING POT, 5L, with lid, 1 PC Material: Aluminum required
4. BOWL, 1L, 5 PCS
5. PLATE, 0.75L, 5 PCS
6. CUP, 0.3L, 5 PCS Material: Stainless steel - optional
7. SPOON, table, 10ml, 5 PCS
8. FORK, table, 17cm, 5 PCS
9. KNIFE, table, 17cm, 5 PCS
10. KNIFE, kitchen, 15cm, 1 PC
11. SPOON, stirring, 30cm, 1 PC
12. SERVING SPOON, 35ml, 1 PC

13. SERVING LADLE, 100ml, 1 PC
14. SCOURING PAD, 1 PC

Please copy the table below to quote for each component of the Kitchen Set:

Number	Description	Quantity	Unit	Unit Price
1	Kitchen Set component (For example, Cooking Pot, 7L, Aluminum)	1	Pc	
2	Kitchen Set component	2 – 5,000	Pc	
3	Kitchen Set component	5,001 – 10,000	Pc	
4	Kitchen Set component	10,001+	Pc	

4. **Optional** quote for **optional** Kitchen Set components as follows. Please provide a price quote for each item using the table included under the list of optional kitchen set components. **For example a quote for Cooking Pot (7L) should include a price of 1 unit, 2 - 5,000 units, 5,000 - 10,000 units, and over 10,000 units:**

1. COOKING POT, 7L, 1 PC Material: Stainless steel - optional
2. FRYING PAN, 2.5L, used as lid for the 7L cooking pot, 1 PC Material: Stainless steel - optional
3. COOKING POT, 5L, with lid, 1 PC Material: Stainless steel - optional
6. CUP, 0.3L, 5 PCS Material: Plastic - optional
15. PLASTIC BOX OR BUCKET, 1 PC Optional, please provide quote with and/or without box/bucket

Number	Description	Quantity	Unit	Unit Price
1	Kitchen Set component (For example, Cooking Pot, 7L, Stainless steel)	1	Pc	
2	Kitchen Set component	2 – 5,000	Pc	
3	Kitchen Set component	5,001 – 10,000	Pc	
4	Kitchen Set component	10,001+	Pc	

5. **Optional** quote for **Storage** of USAID-branded Kitchen Sets. If optional long-term storage is included in the offer, please quote for storage services in the form below:

Number	Description	Quantity	Period of Storage in months	Unit Price
1	Kitchen Sets Storage	4,800		
2	Kitchen Sets Storage	Other quantity if applicable, please specify		

Offerors should not include storage or transportation/shipping fees into the cost. The contractor is responsible for any and all storage costs while completing the BPA call. Transportation/shipping will be arranged by USAID/OFDA.

If offerors include optional items (including storage) in the proposal, the cost of each optional item should be specified in addition to the Price Quote noted above.

SECTION 6: EVALUATION FACTORS FOR AWARD

6.1 General Evaluation Instructions

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. This is a competitive LPTA source selection in which technical acceptability is considered the most important factor. By submission of its proposal the offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All technically acceptable offerors, with satisfactory past performance, shall be treated equally. The absence of optional items in the proposal will not be counted against the offeror. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale. The Government intends to select at least ONE contractor for award of this effort. For the purpose of award, USAID will conduct this evaluation using a **phase approach**. All offerors will be evaluated on the following factors identified below during **phase I and phase II**:

Phase I

Technical Proposal
Past Performance

Each factor under Phase I must be submitted by the due date on the RFQ cover page. If an offeror's Technical Proposal meets the requirements in the Scope of Work, USAID/OFDA will evaluate the Past Performance information provided. If an offeror's Technical Proposal does not meet the requirements in the Scope of Work, the proposal will be deemed technically unacceptable, in which case Past Performance information will be deemed irrelevant and not considered as part of Phase I evaluations. Upon completion of the Phase I evaluation, the technically acceptable offeror(s) will be invited to participate in Phase II evaluation. Technically unacceptable offeror(s) will not be invited to Phase II and will not receive any further notification.

Phase II

Prototypes
Price Quote

Under Phase II, the offeror(s) will be required to submit their Prototypes and Price Quote.

7.2 Evaluation Criteria

The evaluation will be based on the criteria set forth below.

Phase I

Technical Proposal

The offeror will be evaluated based on their capacity to supply the product compliant with the Scope of Work and Lead Time (in days) stated in their proposal.

Past Performance

This criterion will be used to evaluate the quality of the offeror's past performance relevant to this Statement of Work. The requirements for past performance are listed in Section 6. USAID will review past performance information to determine the relevance or similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

The contractor performance information will be evaluated in accordance with the elements below:

1. Quality of product or service, including consistency in meeting goals and targets;
2. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);
3. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the offeror's history of reasonable and

cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

NOTE: In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance and must receive a “neutral” score. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's past performance.

Prototype Acceptability

Prototype: The offeror will be evaluated on prototype submitted to USAID that includes: three (3) sample carton and three (3) samples complete Kitchen Sets. The prototype must meet the Technical, Packaging and Marking requirements described in the Statement of Work.

Price Quote

The offeror will be evaluated on the itemized quote sample that is in accordance with Section 2.0: Statement of Work.

Note: The Government may reject any proposal that is evaluated to be unrealistic in the followings terms:

- meeting the deliverable dates,
- quality of the product within contract terms and conditions,
- unrealistically high or low in cost/price when compared to Government estimates,
- unbalanced, such that the proposal is deemed to reflect an inherent lack of competence, or
- failure to comprehend the complexity and risks of the government requiring.

SECTION 7: CONTRACT CLAUSES

7.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

The following clauses and provisions are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of these and any clauses may be accessed electronically at:

[Http://acquisition.gov/far/index.html](http://acquisition.gov/far/index.html) .

Provisions:

Federal Acquisition Regulation		
Number	Title	Date
52.209-4	First Article Approval-Government Testing	SEPT 1989
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3	Offeror Representation and Certifications-Commercial Items	JAN 2017

	Alternate 1	
52.225-13	Restriction on Contracting with Entities Engaging in Certain Activities or Transaction Related to Iran-Representation and Certification	JUN 2008
52.225-25	Prohibition On Engaging In Sanctioned Activities Relating To Iran - Certification	Oct 2015
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-56	Certification Regarding Trafficking in Person Compliance Plan	MAR 2015

Clauses:

Federal Acquisition Regulation		
Number	Title	Date
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.217-8	Option to Extend Services	NOV 1999
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.212-4	Contract Terms and Conditions-Commercial items Alternate 1	JAN 2017
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.232-23	Assignment Of Claims	MAY 2014
52.233-4	Applicable Law For Breach Of Contract Claim	OCT 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.232-40	Provide Accelerated Payment to Small Business	DEC 2013

AIDAR		
Number	Title	Date
752.202-1	Definition	JAN 1990
752.211-70	Language And Measurement	JUN 1992
752.7003	Documentation for payment	NOV 1998
752.7006	Notices	APRIL 1984
752.7025	Approvals	APR 1984

Full Text Federal Acquisition Regulations (FAR) Clauses and Provisions

7.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 7 43 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

__X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__X_ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

__X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

 (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

 (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

 (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

 (ii) Alternate I (Jan 2017) of 52.224-3.

 (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

 (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

 (ii) Alternate I (May 2014) of 52.225-3.

 (iii) Alternate II (May 2014) of 52.225-3.

 (iv) Alternate III (May 2014) of 52.225-3.

 X (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

 (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

 X (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (12) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5

million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and

NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (JAN 2017). As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222–26, Equal Opportunity (Sep 2016) (E.O. 11246).

(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) ____ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59, Compliance with Labor Laws (Executive Order 13673), (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(R) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(S) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552).

(2) Alternate I (Jan 2017) of 52.224-3

(T) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(T) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(End of Clause)

7.3 752.7036 USAID IMPLEMENTING PARTNER NOTIFICATION (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards,

unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

7.4 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(End of RFQ)